

MASSACHUSETTS

Massachusetts Chapter 701 - 1983

REVISED SUBCONTRACT

THIS AGREEMENT made this <sup>14<sup>th</sup></sup>~~14~~ day of June, 2001, by and between  
Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts 01701  
a corporation organization and existing under the laws of MASSACHUSETTS  
a partnership consisting of  
an individual doing business as  
hereinafter called the "Contractor" and S & R Construction Co., Inc., 60 Dayerville Avenue,  
Johnston, Rhode Island 02919

Contact: Rand Santos

Tel: 401 - 831 - 6337

Fax: 401 - 831 - 1057

a corporation organized and existing under the laws of RHODE ISLAND  
a partnership consisting of  
an individual doing business as

• hereinafter called the "Subcontractor",

WITNESSETH that the Contractor and the Subcontractors for the considerations hereafter named, agree  
as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all  
work specified in Section No. 01025, 02100, 02200, 02270, 02500, 02665, 02700, 02800, 02900.  
of the plans and specifications for Unit Prices including allowances, Site Preparation, Earthwork,  
Sedimentation and Erosion Control, Paving & Surfacing, Water System, Site Utilities, Site  
Improvements Excavation and Back filling only, Screening & Respreading of Loam only under  
Lawns & Planting, Misc items: Fill hole created by demolished building, Police details, Street  
Cleaning, Permit & Tie in fee, Dust Control, Snow Removal when site contractor is on site, Unload Rebar.  
(Name of Sub-Trade)

Including staging, hoisting, cleaning, safety, OSHA and Indemnification requirements.

and the plans referred to therein and addendas 1, 2, 3, 4, 5, 6, 7.

For Spencer Borden Elementary Schools, Fall River, MA

(Complete title of the project and the project number taken from the title page of the specifications)

Mount Vernon Group Inc., Architects, 92 Montvale Av., Suite 4100, Stoneham, MA 02180

Tel: 781 - 438 - 9700

(Architect or Engineer)

for the sum of One million one hundred seventy three thousand dollars.....\$1,173,000.00\*  
and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes  
the following alternates (and other items set forth in the sub-bid):

Alternate No (s) 1

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the here in before  
described plans, specifications (Including all general conditions stated therein) and addenda No. 1, 2, 3,  
4, 5, 6, 7. assume to the Contractor all the obligations and responsibilities that the Contractor by those  
documents assumes to the City Of Fall River ( 10% retainage withheld)

(Awarding Authority)

hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by  
their terms or by law applicable only to the contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the here in before  
described documents and to assume to the Subcontractor all the obligations and responsibilities that the  
Awarding Authority by the terms of the here in before described documents assumes to the Contractor,  
except to the extent that provisions contained therein are by their terms or by law applicable only to the  
Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the  
Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

Subcontract Page 2  
William Greene and Spencer Borden Elementary School, Fall River, MA  
Specification: 01025, 02100, 02200, 02270, 02500, 02665, 02700, 02800, 02900.

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is give by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

\*A Payment and Performance Bond in the amount of 100% of the Contract Value must be provided. Cost of the bond included in the contract amount.

**S & R's proposal dated June 7<sup>th</sup> is hereby made a part of this contract.**

**Unit Price per section 00300 items C, D & E**

Price to excavate and remove fill layer containing all loose, soft, organic materials as well as silt asphalt, concrete, brick fragments and deleterious matter encountered below proposed subgrade (See Section 01025 - Unit prices in the specifications), is 30,000 CY

@ .....\$5/cy

Replace with structural fill..... \$15/cy

**Any Fill material brought to the Borden school from the Greene School shall be free of cost.**

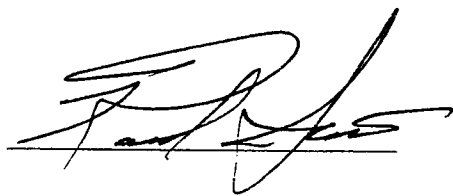
**Price to excavate, remove and dispose off-site ledge and boulders (3 cubic yards and larger) for**

1000 cy of **Trench Excavation** @..... \$30/cy

for 1000 cy of **Open Rock Excavation** @.....\$20/cy

SEAL WITNESS

S & R CONSTRUCTION CO., INC.

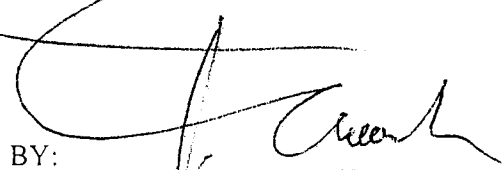


SEAL ATTEST

By: BALCO IZZO JR V.P.-TREAS.

(print name & title)

EASTERN CONTRACTORS INC.

BY:   
Ramesh Motwane, President

Subcontractor: S & R Construction Co., Inc.  
William Greene and Spencer Borden Elementary School, Fall River, MA  
Specified Section: 01025, 02100, 02200, 02270, 02500, 02665, 02700, 02800.02900

### **SUBCONTRACT INSURANCE INDEMNIFICATION**

To the fullest extent permitted by the law, the subcontractor shall indemnify and hold harmless the owner, the General Contractor and the architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of, relating to, or resulting from performances of the work and or subcontractors operations under this agreement, including but not limited to claim, damage, losses or expense (1) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) caused in whole or in part by negligent act or omission of the Subcontractor, and Sub-Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to limit or otherwise reduce to any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

In any and all claims against the Owner, the General Contractor or the Architect/Engineer or any of their agents or employees, by any employee of the Subcontractor, any Sub-Subcontractor, anyone directly or indirectly employed by Subcontractor, its Subcontractors or suppliers, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or any Sub-subcontractor workers or workmen compensation acts, disability benefit acts, or other employee benefit act.